

**LAND AUTHORITY GOVERNING BOARD  
AGENDA ITEM SUMMARY**

**Meeting Date:** August 17, 2005

**Division:** Land Authority

**Bulk Item:** Yes ☐ No ☒

**Staff Contact Person:** Mark Rosch

**Agenda Item Wording:** Approval of an extension to the Executive Director's employment contract.

**Item Background:** The Executive Director's employment contract expires on September 7, 2005.

**Advisory Committee Action:** N/A

**Previous Governing Board Action:** The Governing Board hired Mr. Rosch as Executive Director on September 9, 1993 and approved contract extensions on March 20, 1996, August 12, 1999, and July 17, 2002.

**Contract/Agreement Changes:** Employment term extended for three years to September 7, 2005.

**Staff Recommendation:** Pleasure of the Board

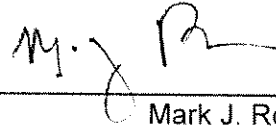
**Total Cost:** \$88,175.06 + benefits

**Budgeted:** Yes ☒ No ☐

**Cost to Land Authority:** \$88,175.06 + benefits **Source of Funds:** Land Authority  
(Tourist Impact Tax and State Park Surcharge)

**Approved By:** Attorney ☒ County Land Steward ☐

**Executive Director Approval:**

  
Mark J. Rosch

**Documentation:** Included: ☒

To Follow: ☐

Not Required: ☐

**Disposition:** \_\_\_\_\_

Agenda Item \_\_\_\_\_

#### ADDENDUM IV TO EMPLOYMENT AGREEMENT

This ADDENDUM IV to the Employment Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2005 by and between the Monroe County Comprehensive Plan Land Authority, a land authority pursuant to section 380.0663, Florida Statutes, (hereinafter "Authority") and Mark J. Rosch, (hereinafter "Employee").

WHEREAS, the parties hereto entered into an Employment Agreement dated September 8, 1993 (hereinafter "Employment Agreement"); and

WHEREAS, the initial term of the Employment Agreement expired September 8, 1996 and was extended by Addendum I on March 20, 1996, by Addendum II on August 12, 1999, and by Addendum III on July 17, 2002;

WHEREAS, pursuant to paragraph 9 of the Employment Agreement, the parties hereto desire to extend the term of the Employment Agreement;

NOW THEREFORE, the Authority and the Employee mutually agree as follows:

1. The term of the Employment Agreement is hereby extended to include the period from September 8, 2005 to September 7, 2008.
2. All other provisions of the Employment Agreement shall remain in effect.

The Employment Agreement and Addenda I, II, III, and IV to the Employment Agreement embody the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above first written.

MONROE COUNTY COMPREHENSIVE PLAN  
LAND AUTHORITY

By: \_\_\_\_\_  
David P. Rice, Chairman

\_\_\_\_\_  
Witnesses as to Chairman

EMPLOYEE

By: \_\_\_\_\_  
Mark J. Rosch

\_\_\_\_\_  
Witnesses as to Employee

Approved for Legal Sufficiency

By: \_\_\_\_\_  
Larry Erskine

ADDENDUM III TO EMPLOYMENT AGREEMENT

This ADDENDUM III to the Employment Agreement is entered into this 17<sup>th</sup> day of July 2002 by and between the Monroe County Comprehensive Plan Land Authority, a land authority pursuant to section 380.0663, Florida Statutes, (hereinafter "Authority") and Mark J. Rosch, (hereinafter "Employee").

WHEREAS, the parties hereto entered into an Employment Agreement dated September 8, 1993 (hereinafter "Employment Agreement"); and

WHEREAS, the initial term of the Employment Agreement expired September 8, 1996 and was extended by Addendum I on March 20, 1996 and by Addendum II on August 12, 1999;

WHEREAS, pursuant to paragraph 9 of the Employment Agreement, the parties hereto desire to extend the term of the Employment Agreement;

NOW THEREFORE, the Authority and the Employee mutually agree as follows:

1. The term of the Employment Agreement is hereby extended to include the period from September 8, 2002 to September 7, 2005.
2. The Employee's salary for the duration of fiscal year 2002 shall be \$77,380.00 per year.
3. All other provisions of the Employment Agreement shall remain in effect.

The Employment Agreement and Addendum I, Addendum II, and Addendum III to the Employment Agreement embody the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above first written.

MONROE COUNTY COMPREHENSIVE PLAN  
LAND AUTHORITY

By: Murray Nelson  
Murray Nelson, Vice Chairman

Kimberly Nystrom  
Deback Frederick  
Witnesses as to Chairman

EMPLOYEE

By: Mark J. Rosch  
Mark J. Rosch

Kimberly Nystrom  
Deback Frederick  
Witnesses as to Employee

Approved for Legal Sufficiency

By: Larry Erskine  
Larry Erskine

## ADDENDUM II TO EMPLOYMENT AGREEMENT

This ADDENDUM II to the Employment Agreement is entered into this 12th day of August, 1999 by and between the Monroe County Comprehensive Plan Land Authority, a land authority pursuant to section 380.0663(1), Florida Statutes (hereinafter "Authority"), and Mark J. Rosch (hereinafter "Employee").

WHEREAS, the parties hereto entered into an Employment Agreement dated September 8, 1993 (hereinafter "Employment Agreement"); and

WHEREAS, the initial term of the Employment Agreement expired September 8, 1996 and was extended by Addendum I through September 7, 1999; and

WHEREAS, pursuant to paragraph 9 of the Employment Agreement, the parties hereto desire to extend the term of the Employment Agreement;

NOW THEREFORE, the Authority and the Employee mutually agree as follows:

1. The term of the Employment Agreement is hereby extended to include the period from September 8, 1999 to September 7, 2002.
2. The Employee's salary for the duration of fiscal year 1999 shall be his current salary of \$61,034.47 per year.
3. All other provisions of the Employment Agreement shall remain in effect.

The Employment Agreement, Addendum I to the Employment Agreement, and this Addendum II to the Employment Agreement embody the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above first written.

Witnesses

Cortney B. Neuenberg  
Cheri G. Lee

Kimberly A. Hutton  
Cheri G. Lee

Approved for Legal Sufficiency

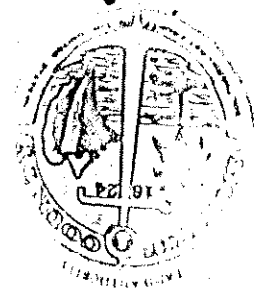
By: [Signature]  
Larry Erskine

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

By: Shirley Freeman  
Shirley Freeman, Chairman

EMPLOYEE

By: M. J. Rosch  
Mark J. Rosch



ADDENDUM I TO EMPLOYMENT AGREEMENT

This ADDENDUM I to the Employment Agreement is entered into this 30<sup>th</sup> day of March 1996 by and between the Monroe County Board of County Commissioners, acting as the Monroe County Comprehensive Plan Land Authority, a political subdivision of the State of Florida, hereinafter referred to as the "Authority" and Mark J. Rosch, hereinafter referred to as the "Employee."

WHEREAS, the parties hereto entered into an Employment Agreement dated September 8, 1993 (hereinafter "Employment Agreement"; and

WHEREAS, the initial term of the Employment Agreement expires September 8, 1996; and

WHEREAS, pursuant to paragraph 9 of the Employment Agreement, the parties hereto desire to extend the term of the Employment Agreement;

NOW THEREFORE, the Authority and the Employee mutually agree as follows:

1. The term of the Employment Agreement is hereby extended to include the period from September 8, 1996 to September 7, 1999.
2. The Employee's salary for the duration of fiscal year 1996 shall be his current salary of \$54,524.08 per year.
3. All other provisions of the Employment Agreement shall remain in effect.

The Employment Agreement and this Addendum I to the Employment Agreement embody the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above first written.

MONROE COUNTY LAND AUTHORITY  
STATE OF FLORIDA

Shirley M. Di Santo

By: Jack London  
Jack London, Chairman

Karen S. Sprague  
Witnesses as to Chairman

EMPLOYEE

Shirley M. Di Santo

By: Mark J. Rosch  
Mark J. Rosch

Karen S. Sprague  
Witnesses as to Employee

Approved for Legal Sufficiency

By: Larry Erskine  
Larry Erskine



## EMPLOYMENT AGREEMENT

This agreement entered into this 8th day of September 1993, by and between the Monroe County Board of Commissioners acting as the Monroe County Comprehensive Plan Land Authority, a political subdivision of the State of Florida, hereinafter referred to as "Authority" and Mark J. Rosch, hereinafter referred to as "Employee."

In consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. The Authority hereby employs, engages, and hires Employee as the Executive Director to be the administrative head of the Authority and direct the Authority staff and to perform services as follows:
  - (a) Attend meetings of the Authority Board of Directors as well as the Land Authority Advisory Committee, and render assistance, opinions, and advice as requested.
  - (b) Confer with Authority members, Advisory Committee members, Monroe County staff, elected and appointed public officials, appropriate state and federal agencies, the general public, and public, nonprofit agencies in reference to Authority questions.
  - (c) Meet with the above in both formal and informal meetings and/or individual contacts.
  - (d) Provide written and oral opinions, advice, and guidance, as required, with respect to Authority business.
  - (e) Direct and participate in the conduct of all affairs of the Authority.
  - (f) Supervise a staff of professional and clerical employees.
  - (g) Perform other related duties as required by Monroe County Ordinance No. 031-1986, as amended, which established the Authority.
2. Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, and in accordance with the code of ethics contained in the Monroe County Personnel Policies and Procedures Manual, perform all of the duties that may be required of and from him pursuant to the terms hereof.
3. The Authority shall pay Employee, and Employee shall accept from the Authority, in full payment for Employee's services hereunder, compensation as follows:

- (a) Salary of \$52,000 per year.
  - (b) All benefits and services received by Monroe County employees, including but not limited to medical and hospitalization insurance, life insurance, retirement, holidays, sick leave and Social Security benefits as provided in the Monroe County Personnel Policies and Procedures Manual and as it may be amended from time to time. Employee shall retain all benefits accrued during his tenure with the Planning Department, including but not limited to sick leave, vacation time, and insurance deductibles.
  - (c) Cost of living raises as given to Monroe County employees. Annual performance evaluations shall be conducted by the Chairman of the Authority. The Chairman shall make the results of said evaluations known to all Authority members for consideration of merit raises.
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- 4. Employee shall devote all of his time, attention, knowledge, and skills during working hours solely to Land Authority matters, and Employee shall not engage in the private practice sector.
  - 5. The Authority shall appropriate funds as may be required to employ such administrative personnel as needed to maintain the Authority, including: legal, accounting, secretarial, and clerical assistance.
  - 6. The Authority shall provide from Authority funds, office space, utilities, telephone services, facsimile services, custodial services, books, library, postage, office supplies, photocopy equipment, furniture, office equipment, and computer equipment as may be necessary for the proper and efficient functioning of the Authority.
  - 7. The Authority shall reimburse the Employee for all eligible travel expenses on Authority business. The Employee shall receive a vehicle allowance of \$500 per month. The Employee must provide own vehicle and proof of insurance, and pay all costs associated with the maintenance of said vehicle, including fuel costs.
  - 8. The Authority shall reimburse the Employee for all tuition, costs, and eligible travel expenses associated with professional education programs related to his duties as Executive Director. The Authority shall reimburse the Employee for American Planning Association and American Institute of Certified Planners membership fees.
  - 9. The Authority agrees to non-termination of this agreement for a period of thirty-six (36) months except as provided for in section 10 below. Prior to expiration of this

agreement the Employee shall be given at least six (6) months notice of the Authority's intent to extend or terminate the agreement. With the written agreement of both parties, this contract may be extended for similar periods.

10. The Employee may be removed from the position of Executive Director in the following manner:

(a) Termination For Cause. A majority of three (3) Authority members may terminate the Employee for cause as set forth in Section 9 of the Monroe County Personnel Policies and Procedures Manual and in accordance with the procedures set forth in the County Administration Law of 1974 also known as Part III of Chapter 125, Florida Statutes, as amended.

(b) Termination Without Cause. A majority of three (3) Authority members may terminate the Employee at any time without cause by enactment of a resolution at any regularly convened Authority meeting in accordance with the procedures set forth in the County Administration Law of 1974, also known as Part III of Chapter 125, Florida Statutes, as amended.

Upon adoption of said resolution, the Authority shall cause to be paid to the Employee, salary for six (6) months together with payment for accrued annual leave not yet taken by him. Full payment shall be made by the Authority within twenty (20) days of such termination.

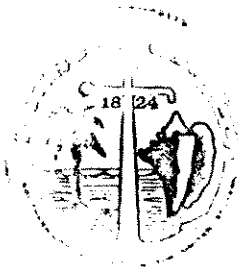
Additionally, in the event that said Employee is removed by the Authority for cause under the provisions of paragraph 10(a) above, and a Court of competent jurisdiction renders a judgment which shall become final after appeal or without appeal, that said removal shall then be deemed to have been a removal without cause under the provisions of 9(b) hereunder and said Employee shall be entitled to salary payment for the balance of this thirty-six (36) month agreement, together with accrued annual leave not yet taken by him. In addition, he shall receive his reasonable attorney's fees and court costs incurred in successfully bringing said suit.

In the event that the Authority shall vote to abolish the office of Executive Director during Employee's term of office, the same shall be deemed a removal without cause under the provisions of this subsection.



11. The Employee may resign from the position of Executive Director at any time by providing the Chairman of the Authority sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.



MONROE COUNTY LAND AUTHORITY,  
STATE OF FLORIDA

By: A. Earl Cheal  
A. Earl Cheal, Chairman

EMPLOYEE

By: Mark J. Rosch  
Mark J. Rosch

Approved for Legal Sufficiency

By: Meyer and Erskine  
Meyer and Erskine, P.A.